Chiccine, Catherine

From: Madonia, Joseph <Joseph.Madonia@btlaw.com>
Sent: Tuesday, December 13, 2022 12:39 PM
To: Chiccine, Catherine; rachel hankey
Cc: Susan Knowles; Mark Leadlove; Madonia, Joseph
Subject: Fwd: [EXTERNAL]FW: City of St. Charles / Ameren Access Issues
Attachments: image001.jpg; image001.jpg; Ameren License Granting Access to City 120922.docx; City Licesne Granting Access to Amern 120922.docx

Follow Up Flag: Follow up
Flag Status: Completed

Cathy and Rachel - below and attached are emails and two draft documents that will update you on the continuing obstacles that are preventing Ameren from accessing City property. The City's new position is that Ameren will be granted access to City property to fulfill our EPA-mandated monitoring obligations only if the City is allowed access to our substation for some sort of environmental investigation. We believe that this is an unreasonable, irrelevant, unrealistic and unlawful demand that the Superfund process does not allow. Let's discuss at your earliest convenience. Thanks.

Sent from my iPhone

Begin forwarded message:

> **From:** Mark Leadlove <mbleadlove@bclplaw.com>
> **Date:** December 12, 2022 at 7:03:40 PM CST
> **To:** "Madonia, Joseph" <Joseph.Madonia@btlaw.com>, "Knowles, Susan B" <SKnowles@ameren.com>, Renee Cipriano <rciplaw22@yahoo.com>
> **Subject: [EXTERNAL]FW: City of St. Charles / Ameren Access Issues**
>
> Hi, these drafts just received. I have not reviewed. Thanks.
>
> Mark
>
> MARK LEADLOVE
> Partner and Co-Leader of Business & Commercial Disputes Practice Group
> BRYAN CAVE LEIGHTON PAISNER LLP - St. Louis, MO USA
> mbleadlove@bclplaw.com
> T: +1 314 259 2230 M: +1 314 724 0078
>
> **From:** Portia Kayser <pkayser@harrisdowell.com>
> **Sent:** Monday, December 12, 2022 7:01 PM
> **To:** Mark Leadlove <mbleadlove@bclplaw.com>
> **Subject:** RE: City of St. Charles / Ameren Access Issues
>
> Mark,

I am attaching two access agreements, one for Ameren access to City property and a mirrored agreement for City access to the Ameren substation. Please review and advise of your client's position.

While it is not productive to argue about who has been obstructionist in this process, I am compelled to remind you that the City specifically granted Ameren access to conduct testing in November and Ameren unilaterally chose not to conduct the testing without any prior notice to the City. Ameren has not sought testing access since despite the City expressly requesting testing be continued. Frankly, the rhetoric needs to stop and action needs to begin.

I remain hopeful that you and I can work together to help our clients cooperatively get to the bottom of the source of the contamination and how to remediate it for the health and safety of the citizens.

Thank you,
Portia

Portia C. Kayser | Partner
Harris Dowell Fisher & Young L.C.
15400 South Outer 40, Suite 202, Chesterfield, MO 63017
Office: (636) 532-0300 | Direct (314) 735-2288
Cell: (618) 531-0345 | Fax: (636) 532-0246
Email: pkayser@harrisdowell.com Website: www.harrisdowell.com

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From: Mark Leadlove <mbleadlove@bclplaw.com>
Sent: Friday, December 9, 2022 7:58 AM
To: Portia Kayser <pkayser@harrisdowell.com>
Subject: RE: City of St. Charles / Ameren Access Issues

Portia,

I appreciate your efforts to facilitate access issues for Ameren's proposed environmental work, and I look forward to receiving a draft license agreement from the City. Unfortunately, another week has passed since our last exchange with no draft document. Frankly, it appears to Ameren that the City is using the access issues to delay the EPA's and Ameren's environmental review. We have been waiting for weeks for the City to respond to Ameren's proposal for this relatively simple access agreement to replace one that had been in effect for the prior decade. The City still has not responded, aside from its denial of Ameren requests for access. In the meantime, the City continues to publically assert that the lack of environmental progress somehow is Ameren's fault.

The City now appears to be raising similar access issues with the EPA. It is our understanding that the City recently refused to allow the EPA to start the environmental investigation on City property, as discussed in the EPA's recent public statement. The City's strategy appears to be a misguided effort to pursue some agenda other than

protection of the environment. The City cannot seriously express concern about the health and safety of St. Charles residents, yet take steps to hinder review of the putative health issues.

Ameren has always expressed a desire to cooperate with the City to achieve mutual goals of determining the source of any contamination. To that end, in addition to promptly receiving a draft of the proposed license agree to permit Ameren access, Ameren would like to schedule a meeting among counsel to help finalize any such agreement and to discuss any other matters that might be mutually beneficial to the City and Ameren. Although not my favorite time of year for a meeting, I have good availability the week of December 19 and the week of December 26.

-Mark

MARK LEADLOVE
Partner and Co-Leader of Business & Commercial Disputes Practice Group
BRYAN CAVE LEIGHTON PAISNER LLP - St. Louis, MO USA
mbleadlove@bclplaw.com
T: +1 314 259 2230 M: +1 314 724 0078

From: Portia Kayser <pkayser@harrisdowell.com>
Sent: Friday, December 2, 2022 9:56 AM
To: Mark Leadlove <mbleadlove@bclplaw.com>
Subject: RE: City of St. Charles / Ameren Access Issues

Mark,

My apologies for not getting back with you. I have not been in the office much the past 3 weeks. The City is finalizing the proposed access agreement and advises that they will have the proposed document to me early next week to circulate to you.

Have a great weekend.

Portia C. Kayser | Partner
Harris Dowell Fisher & Young L.C.
15400 South Outer 40, Suite 202, Chesterfield, MO 63017
Office: (636) 532-0300 | Cell: (618) 531-0345 | Fax: (636) 532-0246
Email: pkayser@harrisdowell.com Website: www.harrisdowell.com

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From: Mark Leadlove <mbleadlove@bclplaw.com>
Sent: Friday, December 2, 2022 9:45 AM
To: Portia Kayser <pkayser@harrisdowell.com>
Subject: City of St. Charles / Ameren Access Issues

Hi, Portia,

This follows-up on the two voice mail messages I have left for you, one immediately before Thanksgiving and the other earlier this week. We last spoke in earlier November. Based on our earlier call, I understood the City of St. Charles to be willing to discuss with Ameren a renewed license agreement to allow Ameren access to its piezometer wells in the rights-of-way. I also understood that the City would be sending a proposed draft to me and that someone "in-house" at the City would be sending me a draft. I have not yet been contacted by anyone at the City regarding this matter. Can you please let me know the status of the proposed draft license agreement?

I understand this may be out of your hands, so if that is the case, if you would provide me contact information of the appropriate counsel, I am happy to reach out directly to them.

Thank you.

Mark

MARK LEADLOVE
Partner and Co-Leader of Business & Commercial Disputes Practice Group
mbleadlove@bclplaw.com
T: +1 314 259 2230 F: +1 314 552 8230 M: +1 314 724 0078

BRYAN CAVE LEIGHTON PAISNER LLP
One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102

bclplaw.com

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LICENSE ACCESS AGREEMENT

THIS LICENSE ACCESS AGREEMENT ("Agreement") is dated this ___ day of December, 2022 by and between the City of Saint Charles, Missouri, a Missouri charter city, having an office at 200 N. Second Street, St. Charles, Missouri 63301 ("Licensor" or "City") and Union Electric d/b/a Ameren Missouri, a Missouri corporation, having its principal office at 1901 Chouteau Avenue, St. Louis, Missouri 63103 ("Licensee" or "Ameren").

WHEREAS, Ameren, including its employees, agents, consultants, and contractors have requested permission of the City to enter onto property which is owned, controlled possessed, or for which the City has legal access which are more specifically identified and incorporated by reference on the attached **Exhibit A** and collectively referred to as (the "Premises").

WHEREAS, Ameren desires periodic access to the Premises for the purpose of conducting the environmental testing which is specifically identified on **Exhibit B** (the "Testing").

WHEREAS, the parties desire by this Agreement to provide for the licensing by City to Ameren the right of access to the Premises for the purpose of conducting the Testing.

WHEREAS, City will allow Ameren access to the Premises to perform Testing in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Ameren agree as follows:

1. Recitals. The recitals stated above in this Agreement are adopted by reference.

2. Grant of License. City grants to Ameren a non-exclusive license, subject to all rights, interest, and without limitation to third party estates including leases, rights of ways, easements, liens or other known encumbrances, and upon the terms and conditions contained

herein. Ameren shall use the Premises solely for the purposes stated herein and in compliance with Paragraph Number 5 of this License Access Agreement.

3. License Period. The License Period shall commence upon the last date of execution of this Agreement ("Effective Date"). Notwithstanding anything contrary in this Agreement it shall terminate the earlier of: 1) completion of monitoring activities as determined by United States Environmental Protection Agency; or 2) at any time, for any reason, upon either party providing the other party five calendar day's written notice of termination..

4. License Fee. Ameren shall pay a License Fee to the City in the amount of $100 per year with the first payment being due upon the execution of this Agreement and thereafter on each succeeding anniversary date of the execution. Ameren shall additionally reimburse City for all utility charges, if any, incurred during the term of the Agreement at the entirety of the Premises, including water, sewer, gas, and electric.

5. Permitted Uses. The Premises may be accessed by Ameren solely for the purpose of performing the Testing. All Testing shall be performed by Ameren in strict compliance to the Protocols of Testing set forth on attached **Exhibit C,** which is incorporated by reference. Ameren shall provide to the City at no cost or expense to the City all preliminary and final reports, test data, analyses and any associated information that Ameren or its consultants submit to any governmental entity or third party related to the Testing.

6. City Right of Access and Alteration of Premise. City reserves its right to access any structures, piezometers, testing wells, and other type appurtenance or property placed on the Premises by Ameren, if any, at any time without notice to Ameren. City further reserves the right to maintain, renew, use, operate, change, modify or relocate any existing pipe, power, communication lines and appurtenances, including piezometers, testing wells, and other facilities or structures of like character upon, over, under or across the Premises, if any, and to construct, maintain, renew, use, operate, change, modify and relocate any pavement or sidewalks or additional facilities or structures upon, over, under or across the Premises and use the Premises in any manner for public purposes as the City, in its sole discretion deems appropriate. City access

to the Premise for Testing shall be conditioned upon and being in compliance with the Testing Protocol.

7. Liability Limitation. City shall not be liable to Ameren in the event of any damage to, theft, or loss of any equipment or property, or for any personal injury, regardless of the cause, associated with the Testing or the Premises. Ameren shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any and all such damages, thefts, or losses, and Ameren hereby releases City from all such liability.

8. Indemnity. Ameren hereby agrees to defend, indemnify, and save free and harmless City and its elected officials, officers, directors, employees, and agents, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees, from or in connection with loss of life, bodily or personal injury, or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at, or from the Premises, or occasioned wholly or in part through the use and occupancy of the Premises, or any use, act, or omission of Ameren or its employees and/or agents, or their respective employees, agents, contractors, guests, or invitees in, upon, at, or from the Premises or its appurtenances or any common areas.

9. Insurance. Ameren and any of its third-party contractors shall, at their own cost and expense, maintain and keep in force insurance coverage as set forth herein, at all times during the License Period. The City along with its elected officials, officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations in the Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. All entities shall continue to carry Completed Operations Liability Insurance for at least three (3) years after completion of the work conducted on the Premises. To the fullest extent permitted by the State of Missouri, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, and Workers' Compensation policies in favor of the City of St. Charles. This clause shall apply to both the City of St. Charles and its elected officials, officers, agents and employees, with respect to all work performed during the policy term. No policy

required shall contain any provision (by endorsement or otherwise) purporting to deny coverage for losses caused by the acts or omissions of any entity.

Commercial General Liability Insurance

- $1,000.000 Each Occurrence Limit (Bodily Injury and Property Damage)
- $3,000.000 General Aggregate per Project
- $3,000,000 Products & Completed Operations Aggregate
- $1,000.000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

- $3,000,000 combined single limit per accident
- Must include owned, non-owned, and hired vehicles.
- If any hazardous substances are transported must include a MCS-90 endorsement and Motor Carriers Act of 1980 coverage applicable in the jurisdiction where the operations of the insured are performed.

Workers' Compensation and Employers' Liability Insurance

- $3,000,000 Each Accident
- $3,000,000 Each Employee for Injury by Disease
- $3,000,000 Aggregate for Injury by Disease

Excess or Umbrella Liability

- $5,000,000 occurrence/aggregate

Pollution Liability

- $3,000,000 per occurrence
- $3,000.000 General Aggregate per Project

10. Damage to the Premises. Ameren shall be solely responsible for any damage to the Premises caused by Ameren. Furthermore, Ameren shall leave all Premises in the same condition as found on the Effective Date. Any damage to any of the Premises shall be repaired promptly by a contractor reasonably acceptable to City at Ameren's cost.

11. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed, interpreted or deemed to constitute a waiver of any governmental immunity including, but not limited to, the City's Sovereign Immunity or any elected or appointed official, agent, employee or

representative of the City's Official or Qualified Immunity, nor a waiver of the Public Duty Doctrine.

12. Default. Any waiver by the City of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect the City's ability to enforce any part of this Agreement. The remedy set forth herein shall be in addition to, and not a limitation of, any other remedies that the City may have at equity or law.

13. Quiet Enjoyment. No Covenant of Enjoyment is made by the City. Further, the City makes no representation as to, and does not warrant, its title to the Premises nor shall the City undertake to defend Ameren in the peaceful access, use or possession thereof.

14. No Warranties. Unless otherwise expressly provided for herein, the City makes no representations or warranties, express or implied, with respect to the Premises or this Agreement, including but not limited to without any limitation any warranty of merchantability, habitability or fitness for a particular purpose.

15. Party Approvals. Ameren and City represents and warrant that all necessary approvals have been obtained prior to execution of this Agreement, and that the person signing this Agreement has written authority to sign on behalf of the respective party.

16. Governing Law and Venue. This Agreement has been executed in the State of Missouri, and shall be governed, construed, and interpreted in accordance with the laws of the State of Missouri. The parties agree to submit to the venue of St. Charles County, Missouri, or if the matter is removal to the Federal Court, then to the Federal District Court of the Eastern District of Missouri.

17. Amended or Assigned. This Agreement may not be amended, modified, altered or assigned without the prior written consent of the Parties executed by authorized agents of the party.

18. Survival. Section 7 (Indemnification), Section 8 (Insurance) and shall survive the termination of this Agreement.

19. Recordation. It is understood and agreed that this Agreement shall not be recorded at the Recorder of Deeds office.

20. Severability, Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. No Third Party Beneficiaries. This Agreement constitutes a contract solely among and between the City and Ameren. No third party has any beneficial interest in or derived from this Agreement.

22. Proof of Lawful Presence. Ameren acknowledges approval of this Agreement requires compliance with Section 208.009, RSMo.

23. Notices. Any notice required or permitted to be given hereunder by one party to other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (i) placed in the United States mail, certified, return receipt requested; or (ii) email address identified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to City: City of St. Charles
200 North Second Street
St. Charles, MO 63301
Attention: Director of Administration

Lawrence.Dobrosky@stcharlescitymo.gov

With a copy to: City of St. Charles, Missouri
200 North Second Street
St. Charles, MO 63301
Attention: City Attorney
Michael.cullen@stcharlescitymo.gov

If to Ameren: Union Electric (Ameren Missouri)
1901 Chouteau Avenue
St. Louis, MO 63103
Attention: Mark C. Birk
E-mail: _____

With a copy to:

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

25. Effective Date of Agreement; Execution Procedure. This Agreement is effective when executed by the City. Ameren shall deliver two executed originals to the City no later than 5:00 p.m. on December, 2022.

26. Number; Section Headings. The section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

27. License Access Agreement to City for Substation. This Agreement shall be contingent upon a similar License Access Agreement being simultaneously executed by the City of St. Charles, as Licensee, and Ameren, as Licensor, allowing the City access to what is commonly referred to as Ameren's Huster Road substation for the purpose of performing like testing as is allowed by this Agreement.

28. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this License Agreement the day and year first written above.

LICENSEE:

UNION ELECTRIC COMPANY,
d/b/a AMEREN MISSOURI

By _____
Name: Mark C. Birk
Title: President

LICENSOR:

CITY OF SAINT CHARLES, MISSOURI

By _____
Name: Daniel J. Borgmeyer
Title: Mayor

Attest:

_____
City Clerk

EXHIBIT A
(PREMISES)

The following provides the location identification and coordinates for each of the testing locations included within this License Access Agreement. Any additional testing locations will require additional written consent of Licensor. The locations include:

Location	X	Y
PZ-1	811374.95	1089325.06
PZ-2	811452.33	1089350.45
PZ-3	811549.98	1089385.91
PZ-4	811578.81	1089004.86
PZ-5	811596.13	1088860.34
PZ-6	811587.67	1088677.21
PZ-7	811615.18	1088714.38
PZ-8	811634.92	1088788.07
PZ-9	811579.79	1088968.45
PZ-10	811577.82	1089041.27
PZ-11	811589.80	1089400.08

EXHIBIT B
TESTING

The following test shall be allowed to be performed pursuant to this License Access Agreement. Any test not specifically listed shall require prior written consent of Licensor:

1. Fluid Level Monitoring in Groundwater
2. Groundwater Sampling for Laboratory Analysis
3. Influent and Effluent Sampling at the Drinking Water Treatment Plant for Laboratory Analysis

Descriptions of the testing protocols for each of the above-listed activities is provided in Exhibit C.

EXHIBIT C
TESTING PROTOCOL

The Licensee shall provide the Licensor notification no less than five business days prior to the commencement of any activities that are to be performed on the premises. The notification shall include the anticipated daily start and finish time for all activities. This will allow the licensor or designated appointee to be present during the activities in the event that the Licensor elects to have a representative present during performance of the work.

Following the completion of the work, the Licensee shall provide to Licensor all field-generated data within five business days including: field notes, photographs, fluid level measurements, and field-measured groundwater parameters (i.e., dissolved oxygen, pH, temperature, oxidation-reduction potential, conductivity, turbidity). The Licensee will provide all laboratory-generated analytical reports with quality control data, as well as electronic data deliverables in a format to be provided by the Licensor. The contracted laboratory shall be instructed in writing to provide all laboratory analytical data directly to Licensee simultaneously to providing it to the Licensor.

The following testing protocol shall be employed for each of the various test identified in Exhibit B:

Exhibit C-1 – Standard Operating Procedure for Fluid Level Monitoring in Groundwater

The Licensee shall utilize the Standard Operating Procedure (SOP) for conducting fluid level monitoring in groundwater at monitoring locations on the Licensor property.

Purpose

This Standard Operating Procedure (SOP) is applicable during the conducting of water level measurements in monitoring wells, piezometers, and groundwater extraction wells during field investigations at hazardous and non-hazardous sites.

Summary of Method

The objective of water level measurements is to gain accurate measurements is to gain accurate measurements (to within 0.01 feet of the depth of groundwater for use during well installation, in the recording of data for the preparation of groundwater elevation contour maps, purge volume calculations during groundwater sampling, slug tests, packer tests, and pumping tests.

Procedures

The following provides the procedures that field technicians will follow during the measurement of fluid levels within groundwater monitoring locations.

1. Prior to collecting fluid level measurements, observe the condition of the well (protective casing, concrete collar, lock in place, etc.) to note any potential repairs that may need to be made to the location.
2. The water level indicator will be decontaminated using a phosphate-free decontamination solution and rinsed with potable water followed by a rinse with distilled water.
3. Identify the measuring point markings or notch on the riser or casing (if present).
4. Using a previously decontaminated water level indicator, turn on the meter, check the audible indicator, reel the electronic probe into the well riser (within the increments visible) slowly until the meter sounds. Grasp and withdraw the tape and lower it again slowly until the sound is again audible. Check the depth to water on the tape and record the value to within 0.01 feet on the fluid level field form.
5. Procedures utilized during water level measurements where free phase petroleum products are floating on the water table should be modified to include the use of an oil/water interface probe. The procedures during the use of this probe should be implemented similarly and by manufacturers' specifications. Through the use of this probe, product thickness can be determined.
6. Following collection of the fluid level measurement, the fluid level probe and tape should be decontaminated with the procedures described in step 2.

Exhibit C-2 – Standard Operating Procedure for Groundwater Sampling for Laboratory Analysis

The Licensee shall utilize the Standard Operating Procedure (SOP) for conducting groundwater sampling for laboratory analysis at monitoring locations on the Licensor property.

Purpose

This Standard Operating Procedure (SOP) is applicable to the collection of representative samples from groundwater for the purpose of submitting for laboratory analysis. The methods described are applicable to groundwater samples collected from either temporarily or permanently installed groundwater monitoring wells.

Summary of Method

Groundwater samples for laboratory analysis will be collected by field technicians utilizing low-flow (minimal drawdown) sampling methodology (Puls and Barcelona 1996). Low-flow sampling allows for groundwater samples to be collected that are representative of groundwater conditions, while minimizing the generation of purge water.

Procedures

The following provides the procedures that field technicians will follow during the collection of representative groundwater samples for the purpose of submitting for laboratory analysis.

1. Prior to the collection of any groundwater sample, groundwater elevations will be determined within the well by measuring the depth to groundwater using a Solinst™, or equivalent, water level indicator. The depth to groundwater will be recorded to an accuracy of 0.01-foot from the surveyed measuring point indicated on the well. The water level indicator will be decontaminated using a phosphate-free decontamination solution and rinsed with potable water followed by a rinse with distilled water.
2. Low-flow sampling utilizes a ProActive™ Monsoon® XL, or equivalent, submersible pump with a flow controller and dedicated low-density polyethylene (LDPE) tubing. Prior to installing the temporary groundwater sampling pump at each well location, the submersible pump will be decontaminated by washing the outer surface with a phosphate-free decontamination solution. The internal components of the pump will be cleaned by placing the pump into a 5-gallon bucket containing a phosphate-free decontamination solution and allowing the pump to operate for several minutes to circulate the decontamination solution through the impellers and pump housing. The internal and external components of the pump will be rinsed with potable water and again with distilled water prior to being connected to the dedicated LDPE tubing.
3. The submersible pump and dedicated tubing will be slowly lowered into the well to minimize contact with the well casing and minimize disturbance to the water column. The pump will be set to the desired depth interval and secured to ensure that the depth of the pump does not lower during the course of collecting the groundwater sample. The pumping rate should be set between 0.1 and 0.5 liters per minute using the flow controller to minimize drawdown and avoid undue pressure, temperature, or other physical disturbances to groundwater over the sampling interval. All purge water will be containerized and disposed of in accordance with federal, state, and local requirements.
4. Prior to engaging the sample pump, connect the sample tubing to a flow-cell that will allow for the monitoring of groundwater quality parameters including temperature, pH, specific conductance, dissolved oxygen, oxidation-reduction potential, and turbidity. The multi-parameter groundwater quality meter will be calibrated daily, in accordance with the manufacturer's guidelines, using a factory-prepared calibration standard. Groundwater quality parameters will be monitored over five-minute intervals during purging and recorded onto the field form. The following stabilization criteria will be achieved over three a minimum of three consecutive readings before collecting the groundwater sample for laboratory analysis:
    - Temperature: ±3%
    - pH: ±0.1

- Specific Conductance: ±3%
- Dissolved Oxygen: ±0.3 milligrams per liter
- Oxidation-Reduction Potential: ±10 millivolts
- Turbidity: ±10% or <10 nephelometric turbidity units

5. Once the stabilization criteria has been achieved over three successive intervals, groundwater samples can be collected in appropriate containers, which may include preservatives depending on the desired analyses. Groundwater samples should be collected in a manner to minimize headspace (if required) and agitation. The samples labels and chain of custody should be filled out completely including sample identification, date and time of collection, project name, client name, field personnel initials, requested analyses, and preservation methods. Groundwater samples should immediately be placed in a cooler with ice. Groundwater samples will be transported on ice to the laboratory for analysis. The list of analytes to be included within the laboratory analysis is provided in Exhibit C-4.
6. Following collection of the groundwater sample, the submersible pump should be removed from the well and decontaminated in accordance with the procedures described in step 2. The sample tubing should be disposed of in accordance with federal, state, and local requirements. The flow-cell and multi-parameter groundwater quality meter will be decontaminated using a phosphate-free decontamination solution and rinsed with potable water followed by a rinse with distilled water.

Exhibit C-3 – Standard Operating Procedure for Influent and Effluent Sampling for Laboratory Analysis

The Licensee shall utilize the Standard Operating Procedure (SOP) for conducting influent and effluent sampling for laboratory analysis at drinking water treatment plant on the Licensor property.

Purpose

This Standard Operating Procedure (SOP) is applicable to the collection of representative samples from the influent and effluent at the drinking water treatment plant for the purpose of submitting for laboratory analysis.

Summary of Method

Influent and effluent samples will be collected at the drinking water treatment plant to ensure that volatile organic compounds (VOC) are not present in drinking water.

Procedures

The following provides the procedures that field technicians will follow during the collection of representative influent and effluent water samples at the drinking water treatment plant for the purpose of submitting for laboratory analysis.

1. Coordinate with the Licensor to obtain access to the drinking water treatment plant.
2. Turn on the sample port at the influent and effluent. Purge the sample line for approximately five minutes to ensure a representative sample is collected. Water samples shall be collected in appropriate containers, which may include preservatives depending on the desired analyses. Water samples should be collected in a manner to minimize headspace (if required) and agitation. The samples labels and chain of custody should be filled out completely including sample identification, date and time of collection, project name, client name, field personnel initials, requested analyses, and preservation methods. Water samples should immediately be placed in a cooler with ice. Groundwater samples will be transported on ice to the laboratory for analysis. The list of analytes to be included within the laboratory analysis is provided in Exhibit C-4.
3. Following the collection of the water samples, turn off the sample port for the influent and effluent.

Exhibit C-4 – List of Analytes for Laboratory Analysis

Petroleum-Related VOCs	**CAS Number**
1,2,3-Trimethylbenzene	526-73-8
1,2,4-Trimethylbenzene	95-63-6
1,2-Dibromoethane	106-93-4
1,2-Dichloroethane	107-06-2
1,3,5-Trimethylbenzene	108-67-8
Benzene	71-43-2
Bromobenzene	108-86-1
Dibromomethane	74-95-3
Ethane	74-84-0

Ethyl methacrylate	97-63-2
Ethylbenzene	100-41-4
Ethylene	74-85-1
Heptane	142-82-5
Hexane	110-54-3
Isopropylbenzene	98-82-8
m,p-Xylene	179601-23-1
Methane	74-82-8
MTBE	1634-04-4
Naphthalene	91-20-3
n-Butylbenzene	104-51-8
Nitrobenzene	98-95-3
o-Xylene	95-47-6
Styrene	100-42-5
Toluene	108-88-3
Solvents	**CAS Number**
Tetrachloroethene	127-18-4
Trichloroethene	79-01-6
cis-1,2-Dichloroethene	156-59-2
trans-1,2-Dichloroethene	156-60-5
1,1-Dichloroethene	75-35-4
Vinyl Chloride	75-01-4
1,1,1,2-Tetrachloroethane	630-20-6

1,1,1-Trichloroethane	71-55-6
1,1,2,2-Tetrachloroethane	79-34-5
1,1,2-Trichloroethane	79-00-5
1,1-Dichloroethane	75-34-3
1,2,3-Trichlorobenzene	87-61-6
1,2,3-Trichloropropane	96-18-4
1,4-Dioxane	123-91-1
2-Butanone	78-93-3
2-Chlorotoluene	95-49-8
2-Hexanone	591-78-6
2-Nitropropane	79-46-9
4-Chlorotoluene	106-43-4
4-Methyl-2-Pentanone	108-10-1
Acetone	67-64-1
Acetonitrile	75-05-8
Acrylonitrile	107-13-1
Carbon tetrachloride	56-23-5
Chlorobenzene	108-90-7
Cyclohexanone	108-94-1
Diethyl ether	60-29-7
Ethyl acetate	141-78-6
Hexachlorobutadiene	87-68-3
n-Butyl acetate	123-86-4
Pentachloroethane	76-01-7

p-Isopropyl-toluene	99-87-6
Propionitrile	107-12-0
sec-Butylbenzene	135-98-8
tert-Butylbenzene	98-06-6
Tetrahydrofuran	109-99-9
Water Treatment	**CAS Number**
1,1,2-Trichlorotrifluor-ethane	76-13-1
1,1-Dichloro-2-Propanone	513-88-2
1,1-Dichloropropene	563-58-6
1,2,4-Trichlorobenzene	120-82-1
1,2-Dibromo-3-Chloropropane	96-12-8
1,2-Dichlorobenzene	95-50-1
1,2-Dichloropropane	78-87-5
1,3-Dichlorobenzene	541-73-1
1,3-Dichloropropane	142-28-9
1,4-Dichlorobenzene	106-46-7
1-Chlorobutane	109-69-3
2,2-Dichloropropane	594-20-7
2-Chloro-1,3-Butadiene	126-99-8
2-Chloroethyl vinyl ether	110-75-8
Acrolein	107-02-8
Allyl Chloride	107-05-1
Bromo-chloromethane	74-97-5

Bromo-dichloromethane	75-27-4
Bromoform	75-25-2
Bromomethane	74-83-9
Carbon Disulfide	75-15-0
Chloroethane	75-00-3
Chloroform	67-66-3
Chloromethane	74-87-3
cis-1,3-Dichloropropene	10061-01-5
cis-1,4-Dichloro-2-butene	1476-11-5
Dibromo-chloromethane	124-48-1
Dichloro-difluoromethane	75-71-8
Hexachloroethane	67-72-1
Methacrylonitrile	126-98-7
Methyl acrylate	96-33-3
Methyl iodide	74-88-4
Methyl methacrylate	80-62-6
Methylene chloride	75-09-2
n-Propylbenzene	103-65-1
trans-1,3-Dichloropropene	10061-02-6
Trans-1,4-Dichloro-2-Butene	110-57-6
Trichloro-fluoromethane	75-69-4
Vinyl acetate	108-05-4
Inorganics	**CAS Number**

Nitrogen, Nitrate (as N)	14797-55-8
Nitrogen, Nitrite (as N)	14797-65-0

LICENSE ACCESS AGREEMENT

THIS LICENSE ACCESS AGREEMENT ("Agreement") is dated this ___ day of December, 2022 by and between Union Electric d/b/a Ameren Missouri, a Missouri corporation, having its principal office at 1901 Chouteau Avenue, St. Louis, Missouri 63103 ("Licensor" or "Ameren") the City of Saint Charles, Missouri, a Missouri charter city, having an office at 200 N. Second Street, St. Charles, Missouri 63301 and ("Licensee" or the "City").

WHEREAS, City, including its employees, agents, consultants, and contractors have requested permission of the Ameren to enter onto property which is owned, controlled possessed, or for which the Ameren has legal access which are more specifically identified and incorporated by reference on the attached **Exhibit A** and collectively referred to as (the "Premises").

WHEREAS, City desires periodic access to the Premises for the purpose of conducting the environmental testing which is specifically identified on **Exhibit B** (the "Testing").

WHEREAS, the parties desire by this Agreement to provide for the licensing by Ameren to City the right of access to the Premises for the purpose of conducting the Testing.

WHEREAS, Ameren will allow City access to the Premises to perform Testing in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Ameren and City agree as follows:

1. Recitals. The recitals stated above in this Agreement are adopted by reference.

2. Grant of License. Ameren grants to City a non-exclusive license, subject to all rights, interest, and without limitation to third party estates including leases, rights of ways, easements, liens or other known encumbrances, and upon the terms and conditions contained

herein. City shall use the Premises solely for the purposes stated herein and in compliance with Paragraph Number 5 of this License Access Agreement.

3. License Period. The License Period shall commence upon the last date of execution of this Agreement ("Effective Date"). Notwithstanding anything contrary in this Agreement it shall terminate the earlier of: 1) completion of monitoring activities as determined by United States Environmental Protection Agency; or 2) at any time, for any reason, upon either party providing the other party five calendar day's written notice of termination..

4. License Fee. City shall pay a License Fee to Ameren in the amount of $100 per year with the first payment being due upon the execution of this Agreement and thereafter on each succeeding anniversary date of the execution. City shall additionally reimburse Ameren for all utility charges, if any, incurred during the term of the Agreement at the entirety of the Premises, including water, sewer, gas, and electric.

5. Permitted Uses. The Premises may be accessed by City solely for the purpose of performing the Testing. All Testing shall be performed by City shall be in strict compliance to the Protocols of Testing set forth on attached **Exhibit C,** which is incorporated by reference. City shall provide to the Ameren at no cost or expense to the Ameren all preliminary and final reports, test data, analyses and any associated information that the City or its consultants submit to any governmental entity or third party related to the Testing.

6. City Right of Access and Alteration of Premise. Ameren reserves its right to access any structures, piezometers, testing wells, and other type appurtenance or property placed on the Premises by City, if any, at any time without notice to the City. Ameren further reserves the right to maintain, renew, use, operate, change, modify or relocate any existing pipe, power, communication lines and appurtenances, including piezometers, testing wells, and other facilities or structures of like character upon, over, under or across the Premises, if any, and to construct, maintain, renew, use, operate, change, modify and relocate any pavement or sidewalks or additional facilities or structures upon, over, under or across the Premises and use the Premises in any manner for public purposes as the Ameren, in its sole discretion deems appropriate. City access

to the Premise for Testing shall be conditioned upon and being in compliance with the Testing Protocol.

7. Liability Limitation. Ameren shall not be liable to City in the event of any damage to theft, or loss of any equipment or property, or for any personal injury, regardless of the cause associated with the Testing or the Premises. City shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any and all such damages, thefts, or losses, and City hereby releases Ameren from all such liability.

8. Indemnity. City to the extent allowed by law hereby agrees to defend, indemnify, and save free and harmless Ameren and its officers, directors, employees, and agents, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees, from or in connection with loss of life, bodily or personal injury, or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at, or from the Premises, or occasioned wholly or in part through the use and occupancy of the Premises, or any use, act, or omission of Ameren or its employees and/or agents, or their respective employees, agents, contractors, guests, or invitees in, upon, at, or from the Premises or its appurtenances or any common areas.

9. Insurance. City, or its third-party contractors shall, at their own cost and expense, maintain and keep in force insurance coverage as set forth herein, at all times during the License Period. Ameren along with its, officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations in the Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. All entities shall continue to carry Completed Operations Liability Insurance for at least three (3) years after completion of the work conducted on the Premises. To the fullest extent permitted by the State of Missouri, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, and Workers' Compensation policies in favor of Ameren. This clause shall apply to both Ameren and its officers, agents and employees, with respect to all work performed during the policy term. No policy required shall contain any provision (by

endorsement or otherwise) purporting to deny coverage for losses caused by the acts or omissions of any entity.

Commercial General Liability Insurance

- $1,000.000 Each Occurrence Limit (Bodily Injury and Property Damage)
- $3,000.000 General Aggregate per Project
- $3,000,000 Products & Completed Operations Aggregate
- $1,000.000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

- $3,000,000 combined single limit per accident
- Must include owned, non-owned, and hired vehicles.
- If any hazardous substances are transported must include a MCS-90 endorsement and Motor Carriers Act of 1980 coverage applicable in the jurisdiction where the operations of the insured are performed.

Workers' Compensation and Employers' Liability Insurance

- $3,000,000 Each Accident
- $3,000,000 Each Employee for Injury by Disease
- $3,000,000 Aggregate for Injury by Disease

Excess or Umbrella Liability

- $5,000,000 occurrence/aggregate

Pollution Liability

- $3,000,000 per occurrence
- $3,000.000 General Aggregate per Project

10. Damage to the Premises. City shall be solely responsible for any damage to the Premises caused by City. Furthermore, City shall leave all Premises in the same condition as found on the Effective Date. Any damage to any of the Premises shall be repaired promptly by a contractor reasonably acceptable to Ameren at City's cost.

11. [This Section Intentionally Deleted]

12. Default. Any waiver by Ameren of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Ameren's ability to enforce any part of this Agreement. The remedy set forth herein shall be in addition to, and not a limitation of, any other remedies that the Ameren may have at equity or law.

13. Quiet Enjoyment. No Covenant of Enjoyment is made by Ameren. Further, Ameren makes no representation as to and does not warrant its title to the Premises nor shall Ameren undertake to defend Ameren in the peaceful access, use or possession thereof.

14. No Warranties. Unless otherwise expressly provided for herein, Ameren makes no representations or warranties, express or implied, with respect to the Premises or this Agreement, including but not limited to without any limitation any warranty of merchantability, habitability or fitness for a particular purpose.

15. Party Approvals. City and Ameren represent and warrant that all necessary approvals have been obtained prior to its execution of this Agreement, and that the person signing this Agreement has written authority to sign on behalf of the respective party.

16. Governing Law and Venue. This Agreement has been executed in the State of Missouri, and shall be governed, construed, and interpreted in accordance with the laws of the State of Missouri. The parties agree to submit to the venue of St. Charles County, Missouri, or if the matter is removal to the Federal Court, then to the Federal District Court of the Eastern District of Missouri.

17. Amended or Assigned. This Agreement may not be amended, modified, altered or assigned without the prior written consent of the Parties executed by authorized agents of the party.

18. Survival. Section 8 (Indemnification) and Section 9 (Insurance) shall survive the termination of this Agreement.

19. Recordation. It is understood and agreed that this Agreement shall not be recorded at the Recorder of Deeds office.

20. Severability, Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. No Third Party Beneficiaries. This Agreement constitutes a contract solely among and between Ameren and City. No third party has any beneficial interest in or derived from this Agreement.

22. Proof of Lawful Presence. The parties acknowledge approval of this Agreement requires compliance with Section 208.009, RSMo.

23. Termination. Notwithstanding anything contrary in this Agreement it shall terminate the earlier of: 1) completion of monitoring activities as determined by United States Environmental Protection Agency; or 2) at any time, for any reason, upon either party providing by other party five calendar day's written notice of termination.

24. Notices. Any notice required or permitted to be given hereunder by one party to other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (i) placed in the United States mail, certified, return receipt requested; or (ii) email address identified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to City: City of St. Charles
200 North Second Street
St. Charles, MO 63301
Attention: Director of Administration
Lawrence.Dobrosky@stcharlescitymo.gov

With a copy to: City of St. Charles, Missouri
200 North Second Street
St. Charles, MO 63301
Attention: City Attorney
Michael.cullen@stcharlescitymo.gov

If to Ameren: Union Electric (Ameren Missouri)
1901 Chouteau Avenue
St. Louis, MO 63103
Attention: Mark C. Birk
E-mail: _____

With a copy to:

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

26. Number; Section Headings. The section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

27. License Access Agreement to City for Substation. This Agreement shall be contingent upon a similar License Access Agreement being simultaneously executed by the City of St. Charles, as Licensee, and Ameren, as Licensor, allowing the City access to what is commonly referred to as Ameren's Huster Road substation for the purpose of performing like testing as is allowed by this Agreement.

28. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this License Agreement the day and year first written above.

LICENSOR:

UNION ELECTRIC COMPANY,
d/b/a AMEREN MISSOURI

By _____
Name: Mark C. Birk
Title: President

LICENSEE:

CITY OF SAINT CHARLES, MISSOURI

By _____
Name: Daniel J. Borgmeyer
Title: Mayor

Attest:

_____
City Clerk

EXHIBIT A
(PREMISES)

That property which is commonly referred to as the Ameren Huster Road Substation located in St. Charles City, Misouri.

EXHIBIT B
TESTING

The following test shall be allowed to be performed pursuant to this License Access Agreement. Any test not specifically listed shall require prior written consent of Licensor:

1. Fluid Level Monitoring in Groundwater
2. Groundwater Sampling for Laboratory Analysis
3. Influent and Effluent Sampling at the Drinking Water Treatment Plant for Laboratory Analysis

Descriptions of the testing protocols for each of the above-listed activities is provided in Exhibit C.

EXHIBIT C
TESTING PROTOCOL

The Licensee shall provide the Licensor notification no less than five business days prior to the commencement of any activities that are to be performed on the premises. The notification shall include the anticipated daily start and finish time for all activities. This will allow the licensor or designated appointee to be present during the activities in the event that the Licensor elects to have a representative present during performance of the work.

Following the completion of the work, the Licensee shall provide to Licensor all field-generated data within five business days including: field notes, photographs, fluid level measurements, and field-measured groundwater parameters (i.e., dissolved oxygen, pH, temperature, oxidation-reduction potential, conductivity, turbidity). The Licensee will provide all laboratory-generated analytical reports with quality control data, as well as electronic data deliverables in a format to be provided by the Licensor. The contracted laboratory shall be instructed in writing to provide all laboratory analytical data directly to Licensee simultaneously to providing it to the Licensor.

The following testing protocol shall be employed for each of the various test identified in Exhibit B:

Exhibit C-1 – Standard Operating Procedure for Fluid Level Monitoring in Groundwater

The Licensee shall utilize the Standard Operating Procedure (SOP) for conducting fluid level monitoring in groundwater at monitoring locations on the Licensor property.

Purpose

This Standard Operating Procedure (SOP) is applicable during the conducting of water level measurements in monitoring wells, piezometers, and groundwater extraction wells during field investigations at hazardous and non-hazardous sites.

Summary of Method

The objective of water level measurements is to gain accurate measurements is to gain accurate measurements (to within 0.01 feet of the depth of groundwater for use during well installation, in the recording of data for the preparation of groundwater elevation contour maps, purge volume calculations during groundwater sampling, slug tests, packer tests, and pumping tests.

Procedures

The following provides the procedures that field technicians will follow during the measurement of fluid levels within groundwater monitoring locations.

1. Prior to collecting fluid level measurements, observe the condition of the well (protective casing, concrete collar, lock in place, etc.) to note any potential repairs that may need to be made to the location.
2. The water level indicator will be decontaminated using a phosphate-free decontamination solution and rinsed with potable water followed by a rinse with distilled water.
3. Identify the measuring point markings or notch on the riser or casing (if present).
4. Using a previously decontaminated water level indicator, turn on the meter, check the audible indicator, reel the electronic probe into the well riser (within the increments visible) slowly until the meter sounds. Grasp and withdraw the tape and lower it again slowly until the sound is again audible. Check the depth to water on the tape and record the value to within 0.01 feet on the fluid level field form.
5. Procedures utilized during water level measurements where free phase petroleum products are floating on the water table should be modified to include the use of an oil/water interface probe. The procedures during the use of this probe should be implemented similarly and by manufacturers' specifications. Through the use of this probe, product thickness can be determined.
6. Following collection of the fluid level measurement, the fluid level probe and tape should be decontaminated with the procedures described in step 2.

Exhibit C-2 – Standard Operating Procedure for Groundwater Sampling for Laboratory Analysis

The Licensee shall utilize the Standard Operating Procedure (SOP) for conducting groundwater sampling for laboratory analysis at monitoring locations on the Licensor property.

Purpose

This Standard Operating Procedure (SOP) is applicable to the collection of representative samples from groundwater for the purpose of submitting for laboratory analysis. The methods described are applicable to groundwater samples collected from either temporarily or permanently installed groundwater monitoring wells.

Summary of Method

Groundwater samples for laboratory analysis will be collected by field technicians utilizing low-flow (minimal drawdown) sampling methodology (Puls and Barcelona 1996). Low-flow sampling allows for groundwater samples to be collected that are representative of groundwater conditions, while minimizing the generation of purge water.

Procedures

The following provides the procedures that field technicians will follow during the collection of representative groundwater samples for the purpose of submitting for laboratory analysis.

1. Prior to the collection of any groundwater sample, groundwater elevations will be determined within the well by measuring the depth to groundwater using a Solinst™, or equivalent, water level indicator. The depth to groundwater will be recorded to an accuracy of 0.01-foot from the surveyed measuring point indicated on the well. The water level indicator will be decontaminated using a phosphate-free decontamination solution and rinsed with potable water followed by a rinse with distilled water.
2. Low-flow sampling utilizes a ProActive™ Monsoon® XL, or equivalent, submersible pump with a flow controller and dedicated low-density polyethylene (LDPE) tubing. Prior to installing the temporary groundwater sampling pump at each well location, the submersible pump will be decontaminated by washing the outer surface with a phosphate-free decontamination solution. The internal components of the pump will be cleaned by placing the pump into a 5-gallon bucket containing a phosphate-free decontamination solution and allowing the pump to operate for several minutes to circulate the decontamination solution through the impellers and pump housing. The internal and external components of the pump will be rinsed with potable water and again with distilled water prior to being connected to the dedicated LDPE tubing.
3. The submersible pump and dedicated tubing will be slowly lowered into the well to minimize contact with the well casing and minimize disturbance to the water column. The pump will be set to the desired depth interval and secured to ensure that the depth of the pump does not lower during the course of collecting the groundwater sample. The pumping rate should be set between 0.1 and 0.5 liters per minute using the flow controller to minimize drawdown and avoid undue pressure, temperature, or other physical disturbances to groundwater over the sampling interval. All purge water will be containerized and disposed of in accordance with federal, state, and local requirements.
4. Prior to engaging the sample pump, connect the sample tubing to a flow-cell that will allow for the monitoring of groundwater quality parameters including temperature, pH, specific conductance, dissolved oxygen, oxidation-reduction potential, and turbidity. The multi-parameter groundwater quality meter will be calibrated daily, in accordance with the manufacturer's guidelines, using a factory-prepared calibration standard. Groundwater quality parameters will be monitored over five-minute intervals during purging and recorded onto the field form. The following stabilization criteria will be achieved over three a minimum of three consecutive readings before collecting the groundwater sample for laboratory analysis:
    - Temperature: ±3%
    - pH: ±0.1

- Specific Conductance: ±3%
- Dissolved Oxygen: ±0.3 milligrams per liter
- Oxidation-Reduction Potential: ±10 millivolts
- Turbidity: ±10% or <10 nephelometric turbidity units

5. Once the stabilization criteria has been achieved over three successive intervals, groundwater samples can be collected in appropriate containers, which may include preservatives depending on the desired analyses. Groundwater samples should be collected in a manner to minimize headspace (if required) and agitation. The samples labels and chain of custody should be filled out completely including sample identification, date and time of collection, project name, client name, field personnel initials, requested analyses, and preservation methods. Groundwater samples should immediately be placed in a cooler with ice. Groundwater samples will be transported on ice to the laboratory for analysis. The list of analytes to be included within the laboratory analysis is provided in Exhibit C-4.
6. Following collection of the groundwater sample, the submersible pump should be removed from the well and decontaminated in accordance with the procedures described in step 2. The sample tubing should be disposed of in accordance with federal, state, and local requirements. The flow-cell and multi-parameter groundwater quality meter will be decontaminated using a phosphate-free decontamination solution and rinsed with potable water followed by a rinse with distilled water.

Exhibit C-3 – Standard Operating Procedure for Influent and Effluent Sampling for Laboratory Analysis

The Licensee shall utilize the Standard Operating Procedure (SOP) for conducting influent and effluent sampling for laboratory analysis at drinking water treatment plant on the Licensor property.

Purpose

This Standard Operating Procedure (SOP) is applicable to the collection of representative samples from the influent and effluent at the drinking water treatment plant for the purpose of submitting for laboratory analysis.

Summary of Method

Influent and effluent samples will be collected at the drinking water treatment plant to ensure that volatile organic compounds (VOC) are not present in drinking water.

Procedures

The following provides the procedures that field technicians will follow during the collection of representative influent and effluent water samples at the drinking water treatment plant for the purpose of submitting for laboratory analysis.

1. Coordinate with the Licensor to obtain access to the drinking water treatment plant.
2. Turn on the sample port at the influent and effluent. Purge the sample line for approximately five minutes to ensure a representative sample is collected. Water samples shall be collected in appropriate containers, which may include preservatives depending on the desired analyses. Water samples should be collected in a manner to minimize headspace (if required) and agitation. The samples labels and chain of custody should be filled out completely including sample identification, date and time of collection, project name, client name, field personnel initials, requested analyses, and preservation methods. Water samples should immediately be placed in a cooler with ice. Groundwater samples will be transported on ice to the laboratory for analysis. The list of analytes to be included within the laboratory analysis is provided in Exhibit C-4.
3. Following the collection of the water samples, turn off the sample port for the influent and effluent.

Exhibit C-4 – List of Analytes for Laboratory Analysis

Petroleum-Related VOCs	**CAS Number**
1,2,3-Trimethylbenzene	526-73-8
1,2,4-Trimethylbenzene	95-63-6
1,2-Dibromoethane	106-93-4
1,2-Dichloroethane	107-06-2
1,3,5-Trimethylbenzene	108-67-8
Benzene	71-43-2
Bromobenzene	108-86-1
Dibromomethane	74-95-3
Ethane	74-84-0

Ethyl methacrylate	97-63-2
Ethylbenzene	100-41-4
Ethylene	74-85-1
Heptane	142-82-5
Hexane	110-54-3
Isopropylbenzene	98-82-8
m,p-Xylene	179601-23-1
Methane	74-82-8
MTBE	1634-04-4
Naphthalene	91-20-3
n-Butylbenzene	104-51-8
Nitrobenzene	98-95-3
o-Xylene	95-47-6
Styrene	100-42-5
Toluene	108-88-3
Solvents	**CAS Number**
Tetrachloroethene	127-18-4
Trichloroethene	79-01-6
cis-1,2-Dichloroethene	156-59-2
trans-1,2-Dichloroethene	156-60-5
1,1-Dichloroethene	75-35-4
Vinyl Chloride	75-01-4
1,1,1,2-Tetrachloroethane	630-20-6

1,1,1-Trichloroethane	71-55-6
1,1,2,2-Tetrachloroethane	79-34-5
1,1,2-Trichloroethane	79-00-5
1,1-Dichloroethane	75-34-3
1,2,3-Trichlorobenzene	87-61-6
1,2,3-Trichloropropane	96-18-4
1,4-Dioxane	123-91-1
2-Butanone	78-93-3
2-Chlorotoluene	95-49-8
2-Hexanone	591-78-6
2-Nitropropane	79-46-9
4-Chlorotoluene	106-43-4
4-Methyl-2-Pentanone	108-10-1
Acetone	67-64-1
Acetonitrile	75-05-8
Acrylonitrile	107-13-1
Carbon tetrachloride	56-23-5
Chlorobenzene	108-90-7
Cyclohexanone	108-94-1
Diethyl ether	60-29-7
Ethyl acetate	141-78-6
Hexachlorobutadiene	87-68-3
n-Butyl acetate	123-86-4
Pentachloroethane	76-01-7

p-Isopropyl-toluene	99-87-6
Propionitrile	107-12-0
sec-Butylbenzene	135-98-8
tert-Butylbenzene	98-06-6
Tetrahydrofuran	109-99-9
Water Treatment	**CAS Number**
1,1,2-Trichlorotrifluor-ethane	76-13-1
1,1-Dichloro-2-Propanone	513-88-2
1,1-Dichloropropene	563-58-6
1,2,4-Trichlorobenzene	120-82-1
1,2-Dibromo-3-Chloropropane	96-12-8
1,2-Dichlorobenzene	95-50-1
1,2-Dichloropropane	78-87-5
1,3-Dichlorobenzene	541-73-1
1,3-Dichloropropane	142-28-9
1,4-Dichlorobenzene	106-46-7
1-Chlorobutane	109-69-3
2,2-Dichloropropane	594-20-7
2-Chloro-1,3-Butadiene	126-99-8
2-Chloroethyl vinyl ether	110-75-8
Acrolein	107-02-8
Allyl Chloride	107-05-1
Bromo-chloromethane	74-97-5

Bromo-dichloromethane	75-27-4
Bromoform	75-25-2
Bromomethane	74-83-9
Carbon Disulfide	75-15-0
Chloroethane	75-00-3
Chloroform	67-66-3
Chloromethane	74-87-3
cis-1,3-Dichloropropene	10061-01-5
cis-1,4-Dichloro-2-butene	1476-11-5
Dibromo-chloromethane	124-48-1
Dichloro-difluoromethane	75-71-8
Hexachloroethane	67-72-1
Methacrylonitrile	126-98-7
Methyl acrylate	96-33-3
Methyl iodide	74-88-4
Methyl methacrylate	80-62-6
Methylene chloride	75-09-2
n-Propylbenzene	103-65-1
trans-1,3-Dichloropropene	10061-02-6
Trans-1,4-Dichloro-2-Butene	110-57-6
Trichloro-fluoromethane	75-69-4
Vinyl acetate	108-05-4
Inorganics	**CAS Number**

Nitrogen, Nitrate (as N)	14797-55-8
Nitrogen, Nitrite (as N)	14797-65-0